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Atty. Docket No. KEN14 P-302

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Art Unit : 1762  
Examiner : William P. Fletcher III  
Applicants : Michael A. Hooker  
Appln. No. : 09/828,308  
Filing Date : April 6, 2001  
Confirmation No. : 6576  
For : METHOD OF FORMING A NON-UNIFORM, PROTECTIVE  
COATING ON A FLEXIBLE SUBSTRATE

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

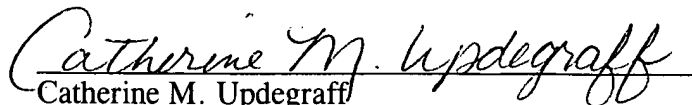
Dear Sir:

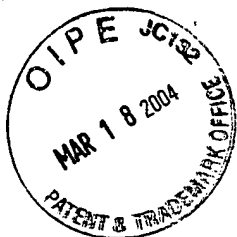
CERTIFICATE OF MAILING

I hereby certify that the attached Combined Revocation and Appointment of Power of Attorney; a copy of an Assignment and Recordation Form Cover Sheet from Illinois Tool Works, Inc. to Kennedy Acquisition, Inc. (Attachment A); a copy of an Assignment and Notice of Recordation of Assignment Document from Michael A. Hooker to Illinois Tool Works, Inc. (Attachment B); Remarks; and postcard are being deposited with the United States Postal Service as first class mail in an envelope addressed to:

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

on 03/15/04.

  
Catherine M. Updegraff  
Price, Heneveld, Cooper,  
DeWitt and Litton  
695 Kenmoor, S.E./Post Office Box 2567  
Grand Rapids, Michigan 49501  
(616) 949-9610



Atty. Docket No. KEN14 P-302

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee: Kennedy Acquisition, Inc.

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

**COMBINED REVOCATION AND APPOINTMENT OF POWER OF ATTORNEY AND STATEMENT  
UNDER 37 CFR §3.73(b)**

Kennedy Acquisition, Inc., the assignee, hereby revokes all previous Power of Attorney in the following listed United States Patents and Patent Application:

Patent No./Patent Application No.	Last Recorded Assignee	Issue Date/Filing Date	Recorded Assignments	
			Reel	Frame
09/828,308	Illinois Tool Works Inc.	April 6, 2001		
5,098,633	Illinois Tool Works Inc.	March 24, 1992		
5,162,124	Illinois Tool Works Inc.	November 10, 1992		
5,198,283	Illinois Tool Works Inc.	March 30, 1993		

Kennedy Acquisition, Inc. is the assignee of the entire right, title and interest in each of the above patents and patent application by virtue of a chain of title as shown below.

The ownership of U.S. Patent Application No. 09/828,308, and U.S. Patent Nos. 5,098,633; 5,162,124; and 5,198,283 were transferred from Illinois Tool Works Inc. to Kennedy Acquisition, Inc. via an Assignment on August 29, 2003, as evidenced by Attachment A.

Kennedy Acquisition, Inc. hereby appoints the attorneys and agents associated with Customer No. 000,277 (i.e., the attorneys and agents associated with PRICE, HENEVELD, COOPER, DEWITT & LITTON, LLP, 695 Kenmoor, S.E., Post Office Box 2567, Grand Rapids, Michigan 49501) to receive all correspondence regarding maintenance fees and the like, and to transact all business in the Patent and Trademark Office in connection with each and every United States Patent and Patent Application, and PCT Patent and Patent Application. The undersigned affirms that he is an authorized signatory for the assignee, Kennedy Acquisition, Inc.

Assignee: Kennedy Acquisition, Inc.  
Page 2

Please direct all further correspondence to the address associated with above customer number.

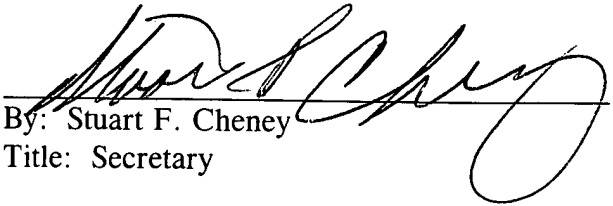
KENNEDY ACQUISITION, INC.

Date

3/11/04

By: Stuart F. Cheney

Title: Secretary

A handwritten signature in black ink, appearing to read "Stuart F. Cheney", is written over a horizontal line. The signature is fluid and cursive.



*Image AF/1762*

Atty. Docket No. KEN14 P-302

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Art Unit : 1762  
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Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Dear Sir:

REMARKS

With reference to the enclosed Recordation Form Cover Sheet, an Assignment from Illinois Tool Works, Inc. to Kennedy Acquisition, Inc. was mailed to the U.S. Patent and Trademark Office for recordation on October 2, 2003. However, Applicant has not yet received notice concerning the reel and frame number for this Assignment. An Assignment to Illinois Tool Works, Inc. from the inventor was recorded on September 17, 2001, and recorded at Reel 012170, Frame 0485, and a copy of this Assignment and Notice of Recordation of Assignment Document is enclosed as Attachment B.

Respectfully submitted,

MICHAEL A. HOOKER

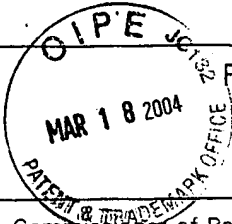
By: Price, Heneveld, Cooper,  
DeWitt & Litton, LLP

3/15/04  
Date

*Jeffrey S. Kapteyn*  
Jeffrey S. Kapteyn  
Registration No. 41 883  
695 Kenmoor, S.E./Post Office Box 2567  
Grand Rapids, Michigan 49501  
(616) 949-9610

JSK/cmu

FORM PTO-1595



# RECORDATION FORM COVER SHEET PATENTS ONLY

 U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Illinois Tool Works, Inc.

Additional name(s) of conveying party(ies) attached? Yes ☒ No

2. Name and address of receiving party(ies)

Name: Kennedy Acquisition, Inc.

Internal Address:

Street Address: 4150 East Paris Avenue

City: Kentwood State: MI ZIP: 49512

Additional name(s) of receiving party(ies) attached? Yes ☒ No

3. Nature of conveyance:

☒ Assignment

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

Execution Date: August 29, 2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No. 09/828,308

B. Patent No.(s) 5,098,633; 5,198,283;

5,162,124

Additional numbers attached? Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marcus P. DolceAddress: Price, Heneveld, Cooper,DeWitt & LittonStreet Address: Post Office Box 2567City: Grand Rapids State: MI ZIP: 49501

6. Total number of applications and patents involved:

4

7. Total fee (37 C.F.R. § 3.41).....\$ 160.00

☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit Account number:

16-2463

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Marcus P. Dolce

Name of Person Signing

Signature

October 2, 2003

Date

5

Total number of pages including cover sheet, attachments, and document:

## ASSIGNMENT OF PATENTS

KNOW ALL MEN BY THESE PRESENTS, that ILLINOIS TOOL WORKS INC., an Delaware corporation, hereinafter referred to as "Seller," for and in consideration of a certain sum of money, as adjusted or subsequently increased or decreased plus the Buyer's assumption of certain Assumed Liabilities defined in an Asset Purchase Agreement (the "Agreement") of even date between the parties hereto paid by KENNEDY ACQUISITION, INC., a Michigan corporation hereinafter referred to as "Buyer," the receipt whereof is hereby acknowledged, has bargained and sold and by these presents does grant and convey unto the Buyer, its successors and assigns, FOREVER the following assets:

(A) all right, title and interest (including the right to sue for past infringements) in and to the patents and applications listed on Exhibit A hereto any and all of the foregoing throughout the world, wherever deemed located (the "Patents");

TO HAVE AND TO HOLD all said assets hereby sold, assigned, transferred and conveyed unto the Buyer, its successors and assigns, to its and their own use FOREVER, and Seller, for its successors and assigns, does covenant and agree to and with the Buyer, its successors and assigns, to warrant and defend the sale of said property hereby made against all and every person or persons whatsoever.

PROVIDED ALWAYS, that with respect to any assets which are included above which are in their nature by law, by their terms or otherwise, non-assignable, or which contain a covenant against assignment, this instrument shall, notwithstanding anything

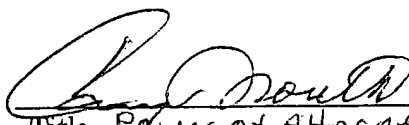
herein elsewhere contained, be construed as an assignment to the Buyer of the equitable interest in the same insofar as legally permissible without violation of law or breach of the terms or conditions thereof, with the right in the Buyer insofar as so permissible to have said assets, if any, held in trust to enable the Buyer to use and enjoy the full benefits thereof and to have transferred to the Buyer any and all such property or rights which shall become assignable. If further contracts, agreements, documents or consents to assignment are or shall be necessary or helpful to transfer to Buyer, or to allow Buyer to fully own, use or exercise the rights to assets hereby sold, Seller agrees to execute all such agreements, documents or consents in a timely manner. In addition, Seller constitutes and appoints Buyer as its true and lawful attorney, irrevocably in its name and stead to transfer all or any part of its right, title and interest in and to the Patents, and for that purpose, to make and execute all necessary acts of assignment and transfer therefor with full power of substitution. If consent to assignment is not obtained where needed, or if an attempted assignment would be ineffective or would affect Seller's rights in such property or rights such that Buyer, in fact, would not receive such property or rights, Seller will cooperate with Buyer in any reasonable arrangement designed to provide for Buyer the benefits under any such assets, including collection for the account of Buyer of any amounts payable or becoming payable to Seller thereunder and enforcement at the cost and for the benefit of the Buyer of any and all rights of Seller against any party thereto arising out of the breach or cancellation by such party or otherwise.



PROVIDED FURTHER, that in the event of any inconsistency or conflict between the terms of this Assignment of Patents and the Agreement, the terms of the Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Patents this 29th day of August, 2003.

ILLINOIS TOOL WORKS INC.

By   
Title Power of Attorney  
Name CARY MORETH

208372 v. 3

## EXHIBIT A

### PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Patent Number or (Application Number)</u>	<u>Issue Date or (Filing Date)</u>
U.S.A.	(09/828,308)	(Apr. 6, 2001)
U.S.A.	5,098,633	Mar. 24, 1992
U.S.A.	5,162,124	Nov. 10, 1992
U.S.A.	5,198,283	Mar. 30, 1993
Canada	2,037,542	May 7, 1996
European Patent	448,249	May 1, 1996

12226 (001) 208372.03



NOVEMBER 20, 2001

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

✓ MICHAEL BEST & FRIEDRICH LLP  
✓ GERALD L. FELLOWS, ESQ.  
100 EAST WISCONSIN AVENUE  
MILWAUKEE, WISCONSIN 53202

PTAS

NOV 29 2001



\*101850895A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

48530-9001  
US

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/17/2001

REEL/FRAME: 012170/0485  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

HOOKE, MICHAEL A.

DOC DATE: 08/20/2001

ASSIGNEE:

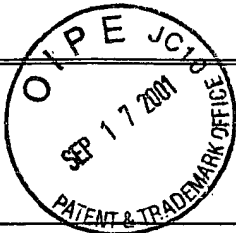
ILLINOIS TOOL WORKS, INC.  
3600 WEST LAKE AVENUE  
GLENVIEW, ILLINOIS 60025

SERIAL NUMBER: 09828308  
PATENT NUMBER:

FILING DATE: 04/06/2001  
ISSUE DATE:

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

ph



09-21-2001



101850895

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

9.17.01

To the Assistant Commissioner for Patents. Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies):

Michael A. Hooker

2. Name and address of receiving party(ies):

Name: Illinois Tool Works, Inc.

Address: 3600 West Lake Avenue

City: Glenview State: IL Zipcode: 60025

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance: Assignment

Execution Date: August 20, 2001

4. Application Number(s) or Patent Number(s):

09/828,308 filed April 6, 2001

NO ADDITIONAL NUMBERS ATTACHED.

5. Name and address of party to whom correspondence concerning document should be mailed:

Gerald L. Fellows, Esq.  
Michael Best & Friedrich LLP  
100 East Wisconsin Avenue  
Milwaukee, WI 53202

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed

☒ Deficiencies in fee charged to Deposit Account

8. Deposit account number: 13-3080

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

(Reg. No. 41,592) Christopher B. Austin

Name of Person Signing

Signature

September 6, 2001

Date

Total number of pages including cover sheet, attachments, and document: 11

## ASSIGNMENT

For and in consideration of the sum of One Dollar (\$1.00) to me:

Michael A. Hooker  
2211 North 7th Street  
Sheboygan, WI 53083

paid by Illinois Tool Works, Inc. (hereinafter referred to as "Assignee"), a Delaware corporation  
having its principal place of business at:

3600 West Lake Avenue  
Glenview, IL 60025

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged, I  
hereby sell, assign and convey, unto Assignee, its successors and assigns, my entire right, title  
and interest -

(1) in and to an invention entitled "Protective Coating and Method of Making  
Same" for which I have executed a United States patent application Serial No. 09/828,308, filed  
April 6, 2001 (Atty File No. 48530-9001-00);

(2) in and to said United States patent application, in and to all other patent  
applications (including divisional, continuation, continuation-in-part, §111(b) provisional,  
§111(a), and reissue applications) based upon said invention, and in and to the patent or patents  
to be granted thereon, including reissues thereof, if any, to the full end of the term or terms for  
which said patent or patents may be granted;

(3) in and to all patent applications on said invention now or hereafter filed in  
countries foreign to the United States of America, and in and to any and all patents granted on  
said applications to the full end of the terms for which said patents may be granted; and

(4) under the International Convention in respect to the United States patent application and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of my Assignee with a claim to priority based on said United States application.

And I hereby agree that I will, upon demand of Assignee, its successors or assigns, and without further consideration to me, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by me.

And the Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue the said United States patent or patents to Assignee.

Date: 8/20/01

  
\_\_\_\_\_  
Michael A. Hooker